court held that the affidavit stated as a fact that the quotient method was used in assessing the damages and that although some authorities "enunciate a doctrine which would exclude proof by affidavit in regard to the manner in which a verdict was arrived at without the affiant disclosing his means of information, this court has adopted a different rule which we think is the correct one." The presumption is that the affidavit is true, for it cannot be presumed that a person would made an affidavit charging that an unlawful verdict has been rendered, and take the liability for making such an affidavit when the jurors could prove it to be untrue. The fact that the verdict is for $10,964.56 also supports the truth of, and is consistent with, the facts stated in the affidavit.

Wills — Intent of Testator — Advancements. — Hammett et al. v. *Hammett et al.*, 16 S. E. Rep. 293 (N. C.). The section in question of the testator's will read as follows: "That when all the assets of my estate have been sold and converted into money, as hereinbefore provided, * * *, and when all of the debts and of the expenses of the execution of this will and of the administration of my estate have been paid, then my said executors and executrix shall distribute the rest and residue of said assets among my children as follows: * * *. If it be found that any child has overdrawn his or her equal share of my estate, then he or she is to refund the excess to my said executors or executrix." The payments here referred to were sums of money advanced by the testator to his different children during his lifetime, and for which he had taken promissory notes, which, however, were not directed to be collected in the will. The only ground for the claim that it was the testator's intention that these payments should be treated not as advancements (to be kept unconditionally), but as loans, lay in the last clause of the above quoted section: "That if it be found that any child has overdrawn his or her share, he or she shall refund the excess * * *." The whole estate as collected was insufficient to pay the debts, and therefore there was no residuum. As, however, this whole section of the will depended for its effect on the existence of a residuum, it was held to be mere surplusage, and the same as if stricken from the will. The clause referred to was therefore held inadmissible to prove the intention of the testator.